

EXHIBIT TE 1066

Received(Date): Tue, 13 Feb 2018 02:35:33 -0800
Subject: Re: US trip minutes
From: Guy Koren <guy@potatocornerusa.com>
To: Marivic del Pilar <mldelpilar@victoryliner.com>
Cc: Amir Jacoby <amir@potatocornerusa.com>, Chad dominic Hernandez <dom@potatocorner.com>, Inbal Jacoby <inbal@potatocornerusa.com>, Jomag28G <jomag28@gmail.com>, Marco <marco.delpilar@bcolisatog.com>, Migo Hernandez <hernandez.miguel@valensventures.org>, Myrose Victor <myrose_victor@yahoo.com>, c Ricky Montelibano <ricky_montelibano@yahoo.com.ph>, edward hernandez <jephernandez@yahoo.com>
PROPOSED RESTRUCTURE OF PCJV USA.DOC

Hi Marivic & Cinco members,

Kindly find the attached proposed term sheet listing the general terms, we (the LA group) are proposing to the Cinco group for the purpose of our mutual interest to convert Potato Corner USA's joint venture partnership into a master license agreement for the US territory. Master license is a more mainstream & appropriate partnership structure and will serve both parties' interest of growing the PC brand by enabling the LA group to expand freely and drive their own path while Cinco maintains control of its brand integrity and mutually benefits from PCUSA's growth.

Looking forward to your feedback or any questions you may have as well as any items you may want to add on your side.

Regards,

Guy Koren

On Mon, Feb 5, 2018 at 1:33 PM, Marivic del Pilar <mldelpilar@victoryliner.com> wrote:

Thank you for the update. Regards Guy. Hope all is well.

Marivic del Pilar

On Tue, 6 Feb 2018 at 12:03 AM Guy Koren <guy@potatocornerusa.com> wrote:

Hi Myrose,

Thank you checking up with us, your timing is impeccable as we were getting ready to update you on our proposed initial general terms. Our attorney was unavailable during the new year and during January we were reviewing PCJV's "health as a going concern" to determine how best to restructure our relationship in the form of a new license agreement partnership.

We are nearly finalized with our proposal and will have it for Cinco's review this week.

We appreciate your patience and look forward to finalizing the license agreement within Q1 of 2018.

Regards,

Guy Koren
Potato Corner USA
President/Managing Partner
[310-593-1581](tel:310-593-1581)

On Jan 31, 2018 7:05 PM, "Myrose Victor Potato Corner"
<mvictor@potatocorner.com> wrote:

Dear Amir and Guy,

Hope all is well with you and the PC USA Team!
May we get an update please on the action required from your group on
drafting the proposed Master License Agreement?
We hope to finalize this to better support our wayforward for PC USA
Thank you.

Best regards,
Myrose

From: Amir Jacoby <ajacoby88@gmail.com>
To: Guy Koren <guy@potatocornerusa.com>; Amir Jacoby
<amir@potatocornerusa.com>; Chad dominic Hernandez <dom@potatocorner.com>;
Migo Hernandez <hernandez_miguel@valensventures.org>; edward hernandez
<jefernandez@yahoo.com>; Myrose Victor Potato Corner
<mvictor@potatocorner.com>; Marvic del Pilar <mhdelipilar@victoryliner.com>;
inbal@potatocornerusa.com; c Ricky Montelibano <ricky_montelibano@yahoo.com.ph>;
Marco <marco.delpilar@bicollisara.com>
Sent: Monday, December 4, 2017 11:41 AM
Subject: US trip minutes

Hi All,

Please review the following minutes from our
meeting and provide your comments in RED if any.

Best Regards,

Date: November 28, 2017

Time: 10:30am

Place: LA office

Participants:

Guy Koren
Amir Jacoby
Inbal Jacoby
John Edward Hernandez
Marivic del Pilar
Richard Motelibano
Chad Dominic Hernandez
Myrose April Victor

Agenda Items:

I. Introduction/Election of PCJV Members

All members were introduced

II. Appointment of PCJV Managers and Officers

a. Appointment of Mr. Edward Hernandez and Ms. Marivic del Pilar as Managers

Appointment of Mr. Edward Hernandez and Ms. Marivic del Pilar as Managers is likely but is being considered at this point by the LA group.
Further confirmation to occur by the end of the year.

b. Appointment of Ms. Pia Marie Dyquiangco as Corporate Secretary

At this point no corporate secretary was decided on and this position will remain vacant until further discussions.

III. Presentation of LA Group of PC USA Plans for 2018 Onwards

LA group describe past difficulties and future plans.

- Lack of clarity and funding has created shortage of staff mainly in the franchisee support aspect.
- Additional support is needed for franchisees growth and success
- Corporate health insurance for employees is being explored but is pending additional funding
- Marketing will be Accelerated Q1 of 2018
- Hiring of COO is scheduled for Q1 of 2018
- Additional accounting staff is being added reporting to Inbal Jacoby
- Currently only area development is being considered
- We are planning on opening 5-8 stores by end of 2018 with further acceleration into 2019 and onwards.
- There is consideration to start a seed program but funding clarity is needed before moving forward

IV. Discussion of Wayforward for PC USA

All attendees have agreed that option "C" (100% Ownership of PCJV by the LA Group + Master License Agreement between Cinco Corporation (PH Company) and PC USA) will be the best option to proceed with.

Next steps:

- LA group will draft a Master License Agreement for the Cinco group to review and prepare comments.
- After Agreement is reached both groups will meet at the LA office for signatures.
- Simultaneously, all aspects of changing ownership of PCJV and PCIT will be addressed by both parties attorneys
- The time line both parties are committing for the completion of the finalization of the Master License Agreement is no later then February 2018

A. Status Quo (60% Cinco Group, 40% LA Group)

- 1) Drafting of Master License Agreement between Cinco Corporation and PCJV
- 2) Drafting of revised JV Agreement (including appointment of Officers)
- 3) Drafting of PCJV Operating Agreement and PCIT Sourcing Agreement

B. Change in Ownership (60% LA Group, 40% Cinco Group)

- 1) Drafting of Master License Agreement between Cinco Corporation and PCJV
- 2) Drafting of revised JV Agreement (including appointment of Officers)
- 3) Drafting of PCJV Operating Agreement and PCIT

Sourcing Agreement

C. 100% Ownership of PCJV by the LA Group +
Master License Agreement between Cinco
Corporation (PH Company) and PC USA
Drafting of Master License Agreement between
Cinco Corporation and PC USA entity

V. Discussion of Pending Matters

A. Flavors Sourcing

- currently the Cinco group is working on owning the formula for the flavors and should be done by Q1 of 2018
- Once the Cinco group attained the formula for the flavors, the LA group will approach a US company of their choice and will work on duplicating the flavors using the Formula.
- The LA group will negotiate pricing and terms for the US
- The flavors formula is owned and will stay at the possession of Cinco group at all times
- Newly Weds are the preferred company to produce the flavors but not a requirement
- By December 10th 2018 the LA group will get the pricing for the flavors and their absolute cost.
- By Q1 of 2018 the LA group will get the pricing directly from the supplier at cost plus any freight charges which will need to be agreed upon by the LA group.
- The LA group understands that the Potato Corner

flavors are the "Beating Heart" of the brand and will do anything in their power to preserve its integrity.

B. Packaging Design

- Packaging design which was shared with Niko at his previous trip was approved for the combo boxes and the drink cups.
- Yesterday, October 29th we were informed that JoeMag has approved fries cups design we have proposed
- At this point the LA group will start producing the drink cups, fries cups and combo boxes with the new approved design.

VI. Other Matters

- Myrose is working with Inbal to produce all the remaining items which were requested at their previous trip
- Both parties feel that working in synergy will strengthen the brand and learned the company's buying power globally

Manvick Patel

**Guy Koren**

President / Managing Partner
Potato Corner USA

Office: (323) 984-1155

Cell: (310) 793-1581

Fax: (888) 816-1178

Guy@PotatoCornerUSA.com

www.PotatoCornerUSA.com

Office: 6380 Wilshire Blvd, Suite 1100, Los Angeles, CA 90048
Studio: 9950 W. Olympic Blvd, Suite 563, Beverly Hills, CA 90212

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PROPOSED RESTRUCTURE OF PCJV USA, LLC

The following is in follow-up to our discussions in November to replace the existing relationship of Cinco Corporation (Philippines) and PCJV LA Group through PCJV USA, LLC

Master Territorial License for Cinco Interest in PCJV USA, LLC

1. It is proposed that PCJV USA, LLC enter into a Master Territorial License Agreement on the terms described below in consideration of the redemption of Cinco Group's Membership Interest in PCJV USA, LLC.

1.1 PCJV LA Group becomes the sole member of PCJV USA, LLC, with the buy-out consideration being:

1.1.1 The proposed Master Territorial License is superior consideration for the provision for license revenue otherwise provided for in the PCJV USA, LLC Operating Agreement, for which there was historically insufficient funds to make any payments.

1.1.2 Cinco Group's capital contributions will be reconciled against the mark-up taken, directly or indirectly, by Cinco Group on the spices and dry goods

1.2 PCJV LA Group maintains PCJV USA, LLC as an ongoing entity, since it is the established and registered franchisor of the Potato Corner stores in the U.S.

1.3 Cinco Group receives a committed stream of income from PCJV USA, LLC in the form of royalties under the Master Territorial License from the PCJV USA, LLC gross revenues, without regard to the net cash flow or profitability of PCJV USA, LLC.

1.3.1 Cinco Group has not received any distributions as a member of PCJV USA, LLC since its inception

1.3.2 Cinco Group has had to help fund development costs and provide funding to avoid liability to the State for the historic undercapitalization of PCJV USA, Inc.

1.3.3 Cinco Group is able to protect its brand through the terms of the Master Territorial License without having to expose itself to direct interaction with the franchise authorities and franchisees.

Proposed Master License Agreement Terms

2. A new Master Territorial License Agreement will be provided by Cinco Group to PCJV USA, LLC.

2.1 In order to help support the development of the Potato Corner network in the U.S., no royalties will be chargeable on PCJV LA Group owned stores (includes majority owned stores and majority owned subsidiaries)(“PCJV LA Stores”).

2.2 Royalties will be payable on non-PCJV Stores (“Franchise Stores”) at an initial rate of 5% of gross royalty payments received by PCJV USA from the Franchise Stores (“Franchisor Royalty”) until the Franchise Royalty reaches \$1,000,000, then 6% of the next \$1,000,000, 7% of the next \$1,000,000, and 4% of any additional Franchise Royalty received.

2.2.1 This is roughly anticipated to reflect about 30% of the net profit that Cinco Group would have received from PCJV USA, LLC, but payable as a fixed expense out of the Franchise Royalty gross receipts.

2.2.2 Audit rights exercisable upon reasonable notice so that PCJV USA has time to fully comply

2.2.3 No Franchisor Royalty will be due on the initial franchise fee payable by a Franchise Store in connection with acquiring a Franchise Store or franchise territory; initial franchise fees are required by PCJV USA to perform the franchise set-up services and are required by law to be held and used for such purpose.

2.3 Term of the Master Territorial License Agreement should have a term of 30 years with a right of extension by PCJV USA for an additional 30 years. Upon termination of the Master Territorial License Agreement for any reason, Cinco Group shall be obligated to purchase the PCJV USA, LLC rights at their fair market value (assuming for the purpose of the valuation a remaining terms under the Master Territorial License Agreement of a minimum of 15 years). Cinco Group shall have the right to purchase the PCJV LA Stores at their fair market value or permit PCJV LA Group to continue to own and operate such stores.

2.3.1 PCJV USA and LA Group will need the right to transfer all or portions of its rights under the Master Territorial License Agreement to allow for continued growth (i.e. development of sub-territories), but subject to Cinco Group consent not unreasonably withheld

2.4 The territory covered by the Master Territorial License Agreement shall be increased to apply to the entire U.S. and its territories and possessions, with Israel and Canada being added to the territorial rights.

2.5 PCJV USA, LLC shall be given the authority to negotiate spices at our discretion

2.6 PCJV USA, LLC shall be given the authority to source & negotiate paper goods at our discretion

2.7 PCJV USA, LLC shall be given the authority to adapt store designs and any branding elements to fit US current market as it evolves over time

2.8 PCJV USA, LLC shall be given the authority to add complimentary menu items with notice only

2.9 Remedies for a breach of contract will need to include a right to cure and a procedure to resolve disputes without resulting in a termination

2.10 If Cinco Group fails to timely provide any deliverables or approvals, such as may apply to sourcing of spices and paper goods, PCJV USA, LLC shall have the right to establish secondary suppliers for a substitute supply of such items.

2.11 Disputes to be addressed in U.S. Courts in Los Angeles County, California, using alternative dispute resolution procedures

2.12 PCJV USA, LLC will be given protection against Cinco Group's change in ownership affecting the rights of PCJV USA, LLC under the Master Territorial License Agreement, e.g. right of first refusal upon a proposed assignment.